
In Re:
Catherine A Tralle,
Debtor,

Case No. 04-34358
Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 22, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 17, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 13, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 28, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2003 Ford Focus Hatchback 5D ZX5 vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Carolyn Boynton, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: August 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55401
CONFIRMATION OF LIEN PERFECTION - D.

TRALLE CATHERINE ANN
10912 GATES AVE
NORTHFIELD MN 55057

PAID
Permit No. 171
St. Paul, MN

*

KYE115

1ST SECURED PARTY

LIEN HOLDER

| | | | |
|---------------------------------|----------------------------------|-----------------------|-------------------------------|
| 03 Year | FORD Make | 4HFX5 Model | B1250R153 Title NR. |
| 3FAFP37373R117480 VIN | 04/14/03 Security Date | NO Rebuilt | |

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FMCC
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT DATE 08/14/2003

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) CREDITOR (Seller Name and Address)

CATHERINE ANN TRALLE
10912 GATES AVE
NORTHFIELD MN 55057

NORTHFIELD MOTORS INC
1201 SOUTH HIGHWAY 3
NORTHFIELD MN 55057

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| | | | | | |
|----------|---------------|-------|---------------------|-------------------------------|--|
| New/Used | Year and Make | Model | GVW if Truck (lbs.) | Vehicle Identification Number | Use For Which Purchased |
| NEW | 2003 | FORD | | 3EQED37273B117480 | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial |

Trade-in Year and Make \$ N/A \$ N/A
Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price \$ 16328.32 (1)
2. Down Payment
Third Party Rebate Assigned to Creditor \$ 2000.00
Cash Down Payment \$ N/A
Trade-in (description above) \$ N/A
Total Down Payment \$ 2000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) \$ 14328.32 (3)
4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
To Public Officials
(i) for license, title & registration fees \$ 224.50
(ii) for filing fees \$ N/A
(iii) for taxes (not in Cash Price) \$ 931.34 \$ 1155.84
To Insurance Companies for:
Credit Life Insurance \$ 404.06
Credit Disability Insurance \$ N/A
GAP INSURANCE \$ 450.00
To FIRST EXTENDED for SERVICE CONTRACT \$ 1286.00
To N/A for N/A \$ N/A
To NORTHFIELD MOTOR for DOC FEE \$ 25.00
To N/A for N/A \$ N/A
Total \$ 3320.90 (4)
5. Amount Financed (3 plus 4) \$ 17649.22 (5)

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☒ Credit Life PROTECTIVE LIFE - P
Insurer \$ 404.06 CATHERINE ANN TRALLE
Premium Insured(s)
Signature(s)
Credit
☐ Disability Insurer \$ N/A
Premium Insured
Signature
☐ Other Optional Insurance Term N/A
Insurer Premium
Signature

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|--|---|--|---|
| The cost of your credit as a yearly rate 17.99 % | The dollar amount the credit will cost you \$ 9242.18 | The amount of credit provided to you or on your behalf \$ 17649.22 | The amount you will have paid when you have made all scheduled payments \$ 26891.40 | The total cost of your purchase on credit, including your down payment \$ 2000.00 \$ 28891.40 |

Payment Schedule — ☒ Number of payments Amount of Each payment When Payments are due
Your payment schedule will be: 59 \$ 448.19 monthly starting 05/14/2003
1 final \$ 448.19

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less. Any change in this contract must be in writing and signed by you and the Creditor.

Buyer: X Catherine A. Tralle Co-Buyer: X
Signs Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

X Catherine A. Tralle X
Buyer Signs (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller NORTHFIELD MOTORS INC By X C. Cullen Title Business

FC 17022-SI Aug 02 (Previous editions may NOT be used) SEE BACK FOR ADDITIONAL AGREEMENTS Program No. _____

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
02-001

ORIGINAL

EXHIBIT B

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty, or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due, or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a Guarantor guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- J.A.M.S./Endispute, at 1-800-448-1860, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.naf-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in full, shall be severed, and the remaining provisions shall be enforced.

26 EAGLE

PASSENGER CARS

| Trade-In | BODY TYPE | Model No. | Loan | Retail |
|----------|-----------------------|-----------|------|--------|
| 2425 | Sedan 4D ES (V6) | J56 | 2200 | 3675 |
| 150 | Add Leather Seats | | 150 | 175 |
| 50 | Add Power Seat | | 50 | 75 |
| 200 | Deduct W/out AT | | 200 | 200 |
| 25 | Deduct W/out Pwr Wind | | 25 | 25 |

| 1997 INTREPID-V6 MC: III | | | | |
|--------------------------|--------------------------|-----|------|------|
| 2275 | Sedan 4D | D46 | 2050 | 3600 |
| 2950 | Sedan 4D ES | D56 | 2675 | 4375 |
| 200 | Add 3.5L V6 (Std. ES) | | 200 | 225 |
| 50 | Add A/A Wheels (Std. ES) | | 50 | 75 |
| 50 | Add Infinity Stereo | | 50 | 75 |
| 200 | Add Leather Seats | | 200 | 225 |
| 350 | Add Power Sunroof | | 350 | 400 |
| 50 | Deduct W/out Pwr Seat | | 50 | 50 |

EAGLE

| EAGLE | | | | |
|--------------------------|----------------------------|-----|------|------|
| 1998 TALON-4 Cyl. MC: II | | | | |
| 3500 | Hatchback 2D | K24 | 3150 | 4900 |
| 4050 | Hatchback 2D ESI | K44 | 3650 | 5525 |
| 5800 | Hatchback TSI Turbo | K54 | 5225 | 7475 |
| 6400 | Hback TSI Turbo (AWD) | L54 | 5775 | 8125 |
| 50 | Add A/A Wheels (Std. TSI) | | 50 | 75 |
| 200 | Add Leather Seats | | 200 | 225 |
| 75 | Add Power Seat | | 75 | 100 |
| 350 | Add Power Sunroof | | 350 | 400 |
| 75 | Ded W/o Cruise (Ex. K24) | | 75 | 75 |
| 75 | Ded W/o Pwr Wind (Ex. K24) | | 75 | 75 |
| 425 | Deduct W/out Air Cond | | 425 | 425 |
| 325 | Deduct W/out AT | | 325 | 325 |

| EAGLE | | | | |
|--------------------------|----------------------------|-----|------|------|
| 1997 TALON-4 Cyl. MC: II | | | | |
| 2925 | Hatchback 2D | K24 | 2650 | 4250 |
| 3375 | Hatchback 2D ESI | K44 | 3050 | 4775 |
| 4925 | Hatchback TSI Turbo | K54 | 4450 | 6475 |
| 5425 | Hback TSI Turbo (AWD) | L54 | 4900 | 7075 |
| 150 | Add Leather Seats | | 150 | 175 |
| 50 | Add Power Seat | | 50 | 75 |
| 300 | Add Power Sunroof | | 300 | 350 |
| 25 | Ded W/o Cruise (Ex. K24) | | 25 | 25 |
| 25 | Ded W/o Pwr Wind (Ex. K24) | | 25 | 25 |
| 300 | Deduct W/out Air Cond | | 300 | 300 |
| 200 | Deduct W/out AT | | 200 | 200 |

| 1997 VISION-V6 MC: III | | | | |
|------------------------|-----------------------|-----|------|------|
| 2250 | Sedan 4D ESI | D56 | 2025 | 3575 |
| 2725 | Sedan 4D TSI | D66 | 2475 | 4125 |
| 50 | Add Infinity Stereo | | 50 | 75 |
| 200 | Add Leather Seats | | 200 | 225 |
| 350 | Add Power Sunroof | | 350 | 400 |
| 50 | Deduct W/out Pwr Seat | | 50 | 50 |

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - AUGUST 2004

| Trade-In | BODY TYPE | Model No. | Loan | Retail |
|----------|-----------|-----------|------|--------|
|----------|-----------|-----------|------|--------|

FORD

| 2004 FOCUS-4 Cyl. MC: I | | | | |
|-------------------------|--------------------------|--|----|--|
| | Hatchback 3D ZX3 | | 31 | |
| | Hatchback 3D SVT (6 Spd) | | 39 | |
| | Hatchback 5D ZX5 | | 37 | |
| | Hatchback 5D SVT (6 Spd) | | 30 | |
| | Sedan 4D LX | | 33 | |
| | Sedan 4D SE | | 34 | |
| | Sedan 4D ZTS | | 38 | |
| | Wagon 4D SE | | 36 | |
| | Wagon 4D ZTW | | 35 | |

| | |
|---|--|
| Add European Appear Pkg. (SVT) | |
| Add Alloy Wheels (Std. SVT, ZTS, ZTW) | |
| Add Audiophile Stereo | |
| Add CD (LX, SE, Wagon) | |
| Add Cruise Control | |
| (ZX3, ZX5, LX, SE) | |
| Add Leather (Std. SVT) | |
| Add Power Sunroof | |
| Add Power Windows (ZX3, ZX5, LX, SE, Wagon) | |
| Add Pwr Locks (ZX3, ZX5, LX) | |
| Add Theft Recovery System | |
| Add Tilt (ZX3, ZX5, LX, SE) | |
| Deduct W/out Air Cond | |
| Deduct W/out AT (Ex. SVT) | |

| 2004 MUSTANG-V8 MC: II | | | | |
|------------------------|--|--|----|--|
| | Coupe 2D (V6) | | 40 | |
| | Convertible 2D (V6) | | 44 | |
| | Coupe 2D GT | | 42 | |
| | Coupe 2D MACH 1 | | 42 | |
| | Coupe 2D Cobra | | 48 | |
| | Convertible 2D GT | | 45 | |
| | Convertible 2D Cobra | | 49 | |
| | Add Pony Package (V6) | | | |
| | Add Leather Seats (Std. MACH 1, Cobra) | | | |
| | Add MACH Stereo (Std. MACH 1, Cobra) | | | |
| | Add Pwr Seat (Coupe V6) | | | |
| | Add Theft Recovery System | | | |
| | Deduct W/out AT (V6) | | | |
| | Deduct W/out Cruise | | | |

| 2004 TAURUS-V6 MC: II | | | | |
|-----------------------|--------------|--|----|--|
| | Sedan 4D LX | | 52 | |
| | Sedan 4D SE | | 53 | |
| | Sedan 4D SES | | 55 | |
| | Sedan 4D SEL | | 56 | |
| | Wagon 4D SE | | 58 | |

FORD

| Trade-In | BODY TYPE | Model No. | Loan | Retail |
|----------|-----------|-----------|------|--------|
|----------|-----------|-----------|------|--------|

| | | | | |
|--------------------------------|--|----|--|--|
| Wagon 4D SEL | | 59 | | |
| Add 3.0L 24V (Std. 56) | | | | |
| Add A/A Wheels (LX) | | | | |
| Add CD (Std. SES, SEL) | | | | |
| Add Leather Seats | | | | |
| Add MACH Stereo | | | | |
| Add Power Seat (Std. SES, SEL) | | | | |
| Add Power Sunroof | | | | |
| Add Theft Recovery System | | | | |
| Ded W/o Third Seat (Wagon) | | | | |
| Deduct W/out Cruise | | | | |

| 2004 CROWN VICTORIA-V8 MC: III | | | | |
|--------------------------------|---------------------|--|----|--|
| | Sedan 4D S | | 72 | |
| | Sedan 4D | | 73 | |
| | Sedan 4D LX | | 74 | |
| | Sedan 4D LX Sport | | 74 | |
| | Sedan 4D S Extended | | 70 | |

| | |
|---------------------------|--|
| Add Handling Pkg* | |
| Add A/A Wheels (Std. 74) | |
| Add CD (Std. 74) | |
| Add Leather Seats* | |
| Add Power Sunroof | |
| Add Theft Recovery System | |
| Deduct W/out Cruise | |
| Deduct W/out Pwr Seat | |
| *Std. LX Sport | |

| 2004 THUNDERBIRD-V8 MC: IV | | | | |
|----------------------------|----------------|--|----|--|
| | Convertible 2D | | 60 | |
| Add Removable Hardtop | | | | |
| Add Theft Recovery System | | | | |

FORD

| 2003 FOCUS-4 Cyl. MC: I | | | | |
|-------------------------|--------------------------|----|-------|-------|
| 8050 | Hatchback 3D ZX3 | | 7250 | 9850 |
| 11950 | Hatchback 3D SVT (6 Spd) | 39 | 10775 | 14200 |
| 9400 | Hatchback 5D ZX5 | 37 | 8475 | 11350 |
| 11950 | Hatchback 5D SVT (6 Spd) | 37 | 10775 | 14200 |
| 7125 | Sedan 4D LX | 33 | 6425 | 8800 |
| 8300 | Sedan 4D SE | 34 | 7475 | 10125 |
| 9275 | Sedan 4D ZTS | 38 | 8350 | 11200 |
| 9000 | Wagon 4D SE | 36 | 8100 | 10875 |
| 10300 | Wagon 4D ZTW | 36 | 9275 | 12325 |

| | | | | |
|-----|---------------------------------------|--|-----|------|
| 900 | Add European Appear Pkg. (SVT) | | 900 | 1000 |
| 250 | Add A/A Wheels (LX) | | 250 | 300 |
| 225 | Add Audiophile Stereo | | 225 | 250 |
| 100 | Add CD (LX, SE, Wagon) | | 100 | 125 |
| 175 | Add Cruise Control (ZX3, ZX5, LX, SE) | | 175 | 200 |
| 325 | Add Leather (Std. SVT) | | 325 | 375 |
| 125 | Add Power Locks (ZX3, LX, SE, Wagon) | | 125 | 150 |
| 500 | Add Power Sunroof | | 500 | 575 |

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - AUGUST 2004

| | | | | |
|-----|--|--|-----|-----|
| 175 | Add Power Windows (ZX3, LX, SE, Wagon) | | 175 | 200 |
| 75 | Add Theft Recovery System | | 75 | 100 |
| 125 | Add Tilt (ZX3, ZX5, LX, SE) | | 125 | 150 |
| 550 | Deduct W/out Air Cond | | 550 | 550 |
| 475 | Deduct W/out AT (Ex. SVT) | | 475 | 475 |

| 2003 ZX2-4 Cyl. MC: I | | | | |
|-----------------------|---------------------------|----|------|------|
| 7250 | Coupe 2D | 11 | 6525 | 8925 |
| 100 | Add CD Player | | 100 | 125 |
| 175 | Add Cruise Control | | 175 | 200 |
| 325 | Add Leather Seats | | 325 | 375 |
| 125 | Add Power Locks | | 125 | 150 |
| 500 | Add Power Sunroof | | 500 | 575 |
| 175 | Add Power Windows | | 175 | 200 |
| 75 | Add Theft Recovery System | | 75 | 100 |
| 125 | Add Tilt Wheel | | 125 | 150 |
| 550 | Deduct W/out Air Cond | | 550 | 550 |
| 475 | Deduct W/out AT | | 475 | 475 |

| 2003 MUSTANG-V8 MC: II | | | | |
|------------------------|------------------------|----|-------|-------|
| 11175 | Coupe 2D (V6) | 40 | 10075 | 13375 |
| 14150 | Convertible 2D (V6) | 44 | 12750 | 16600 |
| 15900 | Coupe 2D GT | 42 | 14325 | 18450 |
| 20300 | Coupe 2D MACH 1 | 42 | 18275 | 23200 |
| 23825 | Coupe 2D Cobra | 48 | 21450 | 27225 |
| 24650 | Coupe Cobra 10th Anniv | 48 | 22200 | 28100 |
| 18675 | Convertible 2D GT | 45 | 16825 | 21475 |
| 26600 | Convertible 2D Cobra | 49 | 23950 | 30175 |
| 27425 | Conv Cobra 10th Anniv | 49 | 24700 | 31125 |

| | | | | |
|-----|--|--|-----|-----|
| 250 | Add Pony Package (V6) | | 250 | 300 |
| 450 | Add Leather Seats (Std. MACH 1, Cobra) | | 450 | 500 |
| 275 | Add MACH Stereo (Std. MACH 1, Cobra) | | 275 | 325 |
| 200 | Add Pwr Seat (Coupe V6) | | 200 | 225 |
| 75 | Add Theft Recovery System | | 75 | 100 |
| 575 | Deduct W/out AT (V6) | | 575 | 575 |
| 200 | Deduct W/out Cruise | | 200 | 200 |

| 2003 TAURUS-V6 MC: II | | | | |
|-----------------------|--------------|----|-------|-------|
| 8500 | Sedan 4D LX | 52 | 7650 | 10400 |
| 9100 | Sedan 4D SE | 53 | 8200 | 11125 |
| 9800 | Sedan 4D SES | 55 | 8825 | 11850 |
| 11050 | Sedan 4D SEL | 56 | 9950 | 13250 |
| 10400 | Wagon 4D SE | 58 | 9375 | 12550 |
| 11950 | Wagon 4D SEL | 59 | 10775 | 14200 |

| | | | | |
|-----|---------------------------------|--|-----|-----|
| 400 | Add 3.0L 24V (Std. 56) | | 400 | 450 |
| 300 | Add A/A Wheels (LX) | | 300 | 350 |
| 100 | Add CD (Std. SES, SEL) | | 100 | 125 |
| 450 | Add Leather Seats | | 450 | 500 |
| 275 | Add MACH Stereo (Std. SES, SEL) | | 275 | 325 |
| 200 | Add Power Seat | | 200 | 225 |
| 600 | Add Power Sunroof | | 600 | 675 |
| 75 | Add Theft Recovery System | | 75 | 100 |
| 250 | Ded W/o Third Seat (Wagon) | | 250 | 250 |

EXHIBIT C

DEALER

588 621 VIN 3FAFP37373R117480

SUGGESTED RETAIL PRICE

AMOUNT

M9 2003 FOCUS ZX5 5-DOOR
 SA FRENCH BLUE CLEARCOAT MET
 MEDIUM GRAPHITE CLOTH
 KEY STANDARD EQUIPMENT
 .ORDER CODE 610A
 .HIGH SERIES CLUSTER
 .POWER SIDE WINDOWS
 .INTEGRATED FOG LAMPS
 .LEATHER WRAPPED STEERING WHEEL
 .SPLIT REAR SEAT
 .DUAL POWER MIRRORS
 .CFC-FREE AIR CONDITIONING
 OPTIONAL EQUIPMENT
 993 .2.0L DOHC 16V ZETEC ENGINE NC NC
 44A AUTOMATIC TRANSAXLE 815 00 725 00
 T3S P205/50R16 BSW TIRES NC NC
 41H ENGINE BLOCK HEATER NC NC
 64N 16" ALLOY WHEELS 130 00 116 00
 TOTAL VEHICLE & OPTIONS 16780 00 15649 00
 DESTINATION & DELIVERY 515 00 515 00
 SCHEDULE A (MEMO) .00

TOTAL FOR VEHICLE 17295 00

10 U.S. GAL GAS FACTORY 17 60
 PRICED DORA
 BATCH-ID 2K17201157 N RA 2X
 PRICE LEVEL 3402D0P37
 VIN: 3FAFP37373R117480
 SHIPPING WEIGHT 2623 LBS.

Brookdale wants car 1-17-03
S.F.

11-25-02
30151

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REGATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.

| FDAF/MDA ASSESSMENT | INVOICE TOTAL | LESS HOLDBACK FOR DEALER ACCOUNT | LESS APPROX FINANCING COST FOR DEALER ACCOUNT | MEMO INVOICE LESS HOLDBACK & FIN COST | A & D PLAN 15625.60 |
|------------------------|------------------|---|--|--|------------------------|
| 80.00 | 16261.60 | 503.00 | 80.00 | 15678.60 | X PLAN 16400.62 |

503.00 28.00 841.00 .00 475.00 14728.00

SOLD TO

Dokmo Ford
 1201 South Highway 3
 Northfield MN 55057

588621

SHIP TO (IF OTHER THAN ABOVE)

| | | | |
|-------------------|-------------|-------|---------|
| TO | 74 | STATE | |
| 2 | 6 | MN | RC6P |
| DATE INV PREPARED | ITEM NUMBER | TPM | TRANSIT |
| 10/17/02 | 58-3028 | SA | 09 |

SHIP THROUGH

04-03400-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Catherine A Tralle,
Debtor,

Case No. 04-34358
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 34342622.
2. The Debtor owes the Creditor \$17,092.04, payoff amount as of July 28, 2004 plus accrued unpaid interest thereon since that date. The monthly loan payment is \$448.19. As of July 28, 2004, the loan payments are in arrears \$1,344.57 for payments owing since May 14, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford Focus Hatchback 5D ZX5 vehicle. The current NADA published retail value of the collateral is \$11,350.00.
4. Creditor has possession of the collateral and desires to sell it immediately.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated:

August 18, 2004
Carolyn Boynton

Carolyn Boynton
Ford Motor Credit Company
National Bankruptcy Svc Center
P.O. Box 537901
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Catherine A Tralle,
Debtor,

Case No. 04-34358
Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Movant's possession or control.

The total net balance due on the Contract is \$17,092.04 as of July 28, 2004. On information and belief, the collateral has an NADA retail value of \$11,350.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtor's Chapter 13 Plan has been filed with the Court. Debtor's plan has no provision for payment of Movant's secured claim.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since May 14, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to provide for payment on a secured claim in the Plan

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$17,092.04. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: August 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Catherine A Tralle,
Debtor,

Case No. 04-34358
Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 23, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Catherine A Tralle
10912 Gates Ave
Northfield, MN 55057

PRESCOTT & PEARSON, PA
Attn: Richard J Pearson
PO Box 120088
New Brighton, MN 55112

Jasmine Z. Keller
Chapter 13 Trustee
12 S. 6th St #310
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Paul A Weingarden
for Chase Manhattan Mortgage
USSET & WEINGARDEN P.L.L.P
4500 Park Glen Road, Suite 120
Minneapolis, MN 55416

Executed on: August 23, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-03400-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Catherine A Tralle,
Debtor,

Case No. 04-34358
Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 22, 2004 at 9:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
2003 Ford Focus Hatchback 5D ZX5 vehicle, VIN 3FAFP37373R117480
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge